

L07000121405

**Florida Department of State
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MERGER OR SHARE EXCHANGE

Jage Holdings, LLC

Certificate of Status	0
Certified Copy	0
Page Count	08
Estimated Charge	\$105.00

\$50.00

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
JAGE HOLDINGS, LLC	FLORIDA	LIMITED LIABILITY COMPANY
JAGE HOLDINGS, LLC	DELAWARE	LIMITED LIABILITY COMPANY

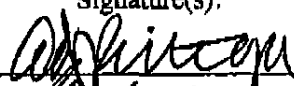
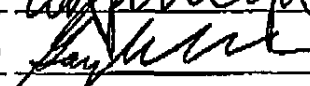
SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
JAGE HOLDINGS, LLC	FLORIDA	LIMITED LIABILITY COMPANY
L07-121405		

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
JAGE HOLDINGS, LLC (DE)		ANDRES PINTALUGA
JAGE HOLDINGS, LLC (FL)		GAYLE PINTALUGA
_____	_____	_____
_____	_____	_____

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<u>Fees:</u> For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
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PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
JAGE HOLDINGS, LLC	DELAWARE	LIMITED LIABILITY COMPANY
JAGE HOLDINGS, LLC	FLORIDA	LIMITED LIABILITY COMPANY

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
JAGE HOLDINGS, LLC	FLORIDA	LIMITED LIABILITY COMPANY

THIRD: The terms and conditions of the merger are as follows:

Effect of Merger. At the Effective time, (a) the separate existence of the Merging Company shall cease and the Merging Company shall be merged with and into the surviving Company and the surviving Company, a Florida limited liability company, will be the surviving entity pursuant to the terms of of the Article of Merger, (b) the Articles of Organization and Operating Agreement of the Surviving Company, as in effect immediately prior to the Effective Time, shall be the Articles of Organization and Operating Agreement of the surviving entity until duly amended in accordance with their terms and applicable law; (c) each Membership Interest of the Merging Company outstanding immediately prior to the Effective Time shall be converted as provided above; (d) the Membership Interest of the Surviving Company outstanding immediately prior to the Effective Time shall be cancelled as provided above; (e) the Members of the Merging Company receiving the Membership Interests of the Surviving Company as set forth above shall be the Members of the Surviving Company as the surviving entity, and the managers of the Surviving Company shall be the Managers of the Surviving Company as the surviving entity; and (f) the Merger shall have all of the effects provided by applicable law.

(Attach additional sheet if necessary)

Jage Holdings, LLC

Third Continued:

Until the Effective Time each of Merging Company and the Surviving Company shall continue to conduct its business without material change and shall not make any distribution or other disposition of assets, capital or surplus, except in the ordinary course of business or with the consent of the other.

At and after the Effective Time, without further act or deed, all of the rights, privileges and powers, and all of the property, real, personal and mixed of, and all debts due to Merging Company, as well as all of the things and causes of action belonging to Merging Company shall be the property of the surviving Company as they were the property of Merging Company, and the title to any real estate vested by deed or otherwise in Merging Company shall not revert or be in any way impaired by reason of the Merger; all rights of creditors and all liens upon any property of any of the parties hereto shall be preserved unimpaired, and all debts, liabilities, and duties of the respective parties hereto shall thenceforth attach to the surviving Company and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

SEE ADDITIONAL SHEET

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

N/A

(Attach additional sheet if necessary)

Jage Holdings, LLC

Fourth continued:

Each percentage interest of Membership Interest of the Merging Company that is issued and outstanding immediately prior to the Effective Time shall be converted into, and shall represent the right to receive the same percentage interest of Membership Interest of the surviving Company, as the surviving entity. All of the percentage interest of the Membership Interest of the Merging Company, when so converted, shall automatically be cancelled, shall cease to exist and shall no longer be outstanding.

The percentage interest of the Membership Interest of the surviving Company that is issued and outstanding immediately prior to the Effective Time shall automatically be canceled, shall cease to exist and shall no longer be outstanding at the Effective Time.

Until surrendered, each certificate, agreement or other instrument which prior to the Effective Time represented a Merging Company Membership Interest, if any, shall be deemed at the Effective Time for all purposes to represent only the right to receive that percentage interest of Membership Interest of the surviving Company as provided in this Article 4. With respect to any such certificate, agreement or other instrument, if any, that has been lost or destroyed, the surviving Company shall issue the percentage interest of Membership Interest attributable to such certificate, agreement or other instrument upon receipt of evidence and indemnity reasonably satisfactory to it of ownership of the surviving Company's Membership Interest thereby.

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

NONE

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

(Attach additional sheet if necessary)

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**SECRETARY OF STATE
TALLAHASSEE FLORIDA**